DUANE M. GECK (State Bar No. 114823) 1 DONALD H. CRAM (State Bar No. 160004) 2 ANDREW S. ELLIOTT (State Bar No. 254757) SEVERSON & WERSON 3 A Professional Corporation One Embarcadero Center, Suite 2600 San Francisco, CA 94111 Telephone: (415) 398-3344 5 Facsimile: (415) 956-0439 Email: dhc@severson.com 6 Email: ase@severson.com Attorneys for Plaintiff FORD MOTOR CREDIT COMPANY LLC 8 9 12 a Delaware limited liability company, Plaintiff. VS. 16 California corporation; DENNIS

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RICHARD W. WIEKING CLERK, U.S. DISTRICT COURT NORTHERN DISTRICT OF CALIFORNIA SAN JOSE

### UNITED STATES DISTRICT COURT

## NORTHERN DISTRICT OF CALIFORNIA--SAN JOSE DIVISION

FORD MOTOR CREDIT COMPANY LLC,

GILROY AUTOMOTIVE GROUP, INC., a MARSHALL, an individual; KIRBY L. MARSHALL, an individual; LORRAINE MARSHALL, an individual: GREG MCKENNA, an individual.

Defendants.

Case No.: 5:09-cv-02341-PVT JW

# [PROPOSED] ORDER FOR WRIT OF **POSSESSION**

Date: No hearing pending

Time:

Dept: Judge:

Courtroom 5, 4th Floor Hon. Patricia V. Trumbull James War

Complaint Filed:

May 27, 2009

Trial Date:

None Set

The continued hearing on the application of Plaintiff, Ford Motor Credit Company LLC ("Ford Credit"), for the issuance of an order for writ of possession came on before the Honorable Patricia V. Trumbull, United States District Court Judge for the Northern District of California.

The Court, having reviewed the application of Ford Credit for writ of possession and injunctive relief, the supporting declarations and memorandum of points and authorities and the complaint on file in this action, finds that Ford Credit has established that it is entitled to the issuance of a Writ of Possession and has established the probable validity that there is an immediate danger that the vehicles identified on the attached Exhibit A, the other personal property described

10872/0154/738187.1

[PROPOSED] ORDER RE WRIT OF POSSESSION Case No.: 5:09-cv-2341-PVT in the attached **Exhibit B** and the proceeds from the sale of any such vehicle or other personal property (collectively the "Collateral"), may become unavailable to levy and may become substantially impaired in value, and

GOOD CAUSE APPEARING, THEREFORE,

### IT IS HEREBY ORDERED that:

- 1. Defendant, Gilroy Automotive Group, Inc., dba Gilroy Mazda ("Gilroy Mazda"), has received timely and proper notice of this hearing on Ford Credit's Application for Writ of Possession under the Court's Local Rules.
- 2. Ford Credit has established the probable validity of its security interest in, and claim to possession of, the vehicles identified on the attached **Exhibit A** and all of Gilroy Mazda's furniture, fixtures, machinery, supplies and other equipment, all motor vehicles, tractors, trailers, implements, service parts and accessories and other inventory of every kind, all accounts, contract rights, chattel paper and general intangibles as described in the attached **Exhibit B**, that Defendant Gilroy Mazda is in default on its loan obligations owing to Ford Credit as set forth in the moving papers.
- 3. Ford Credit has established that the Collateral is located at Gilroy Mazda's place of business at 6800 Chestnut Street, Gilroy, CA 95020 (the "Dealership").
- 4. The Clerk of this Court shall issue a writ of possession as provided in California Code of Civil Procedure section 512.010.
- 5. The levying officer may enter the following private places at any time or times, using any necessary reasonable force, whether the premises are occupied or unoccupied, to take possession of the Collateral or some part thereof: 6800 Chestnut Street, Gilroy, CA 95020.
- 6. The levying officer within whose jurisdiction the Collateral, or some part thereof, is located, is authorized to execute the Writ of Possession and levy on the Collateral in either of the following manners as directed by Ford Credit:
  - (a) The levying officer may seize the Collateral and retain custody of it in the manner provided by California Code of Civil Procedure sections 514.010 -514.050; or

- (b) The levying officer within whose jurisdiction the Collateral, or some part thereof, is located may maintain the peace while Ford Credit, its agents and employees take and maintain possession of the Collateral in the manner provided by California Code of Civil Procedure sections 514.010 - 514.050.
- 7. Upon delivery of the Collateral to Ford Credit, the U.S. Marshal Service shall be held harmless as to the transport, storage, and maintenance of the Collateral.
- 8. Ford Credit is to store the Collateral in a reasonable manner and either Ford Credit or the storage facility shall carry sufficient insurance to protect the Collateral from loss prior to its sale or disposition. Ford Credit shall dispose of the Collateral in the manner provided under the California Uniform Commercial Code.
- 9. Ford Credit has established that it has a security interest in all accounts of Gilroy Mazda. Ford Credit is authorized under this Order and the Writ of Possession to take possession of all Collateral in the deposit accounts of Gilroy Mazda wherever located. Ford Credit is authorized to have the U.S. Marshal serve a financial institution levy upon any financial institution with possession of Collateral for turnover of the Collateral in the accounts to Ford Credit through the U.S. Marshal in the manner provided under the California Code of Civil Procedure. Neither Gilroy Mazda shall issue checks, drafts or other form of withdrawals from the accounts from the date of the issuance of this Order except to make payment to Ford Credit.
- 10. Gilroy Mazda shall deliver and turn over the Collateral to Ford Credit as provided by California Code of Civil Procedure section 512.070. Ford Credit will then hold the Collateral for not less than 10 days in order to allow Gilroy Mazda an opportunity to obtain redelivery of the Collateral pursuant to California Code of Civil Procedure section 514.030.
- 11. Ford Credit is authorized to use a single USM-285 form which will refer to a list including all motor vehicles comprising a portion of the Collateral and identifying each motor vehicle specifically by make, model, year, and vehicle identification number. The levying officer is directed to accept such form in full compliance with its procedures requiring the use of form USM-285.

- 12. The writ of possession shall issue forthwith. The Court waives any filing or posting of an undertaking or bond by Ford Credit as the Court is permitted and authorized to do under California Code of Civil Procedure section 515.010(b). The Court finds, for the purposes of this Order, that the value of Gilroy Mazda's assets is approximately \$1,093,137.50, which is less than the principal amounts of the contractual obligations totaling \$1,095,007.00 it owes to Ford Credit by \$1,869.50. Under California Code of Civil Procedure section 515.010(b), Ford Credit is not required to file an undertaking.
- 13. The written undertaking required by Gilroy Mazda for redelivery or to stay delivery shall be in the amount of \$1,093,137.50.
  - 14. The Clerk of this Court shall attach a copy of this Order to the writ of possession.
- 15. Ford Credit's representatives shall, if the levying officer so requests, accompany the levying officer to the business premises described above, to review and examine Gilroy Mazda's books and records relating to the vehicles and parts constituting the Collateral in order to determine the status, location and time and date of return of any Collateral. Ford Credit's representative is authorized to remain at the Gilroy Mazda Dealership at all times until all the Collateral is removed from the Dealership and until it has completed its inspection of Gilroy Mazda's books and records.
- 16. The levying officer is authorized to remain on Gilroy Mazda's business premises at all times until all the Collateral is removed from the Dealership.
- 17. Ford Credit, and/or its authorized agents and assigns, is authorized to act as substitute custodian ("Substitute Custodian") of any and all items of personal property that is located and seized within the State of California pursuant to this Order, and as Substitute Custodian it shall hold harmless the U.S. Marshal from liability arising from any acts, incidents, or occurrences in connection with the seizure and possession of the personal property located at the Collateral arising in the ordinary, authorized scope of the duties of the U.S. Marshal (which acts do not include acts arising from negligent or intentional tortious conduct), including any third-party claims, and the U.S. Marshal shall be discharged of his or her duties and responsibilities for safekeeping of the seized goods. The U.S. Marshal shall request proof of insurance from the Substitute Custodian before surrendering the Collateral to the Substitute Custodian.

18. The U.S. Marshal while accomplishing such seizure shall employ whatever reasonable force that is necessary to break open and enter the business premises described above, regardless of whether said premises and/or location is locked or unlocked or occupied or unoccupied, and to inspect the contents of any parking lot, garage, room, vehicle, container or desk or document.

### IT IS FURTHER ORDERED THAT:

- 19. Gilroy Mazda, its agents, employees, and all persons acting for it or on its behalf, are hereby immediately restrained and enjoined from transferring any interest in the Collateral by lease, sale, pledge, gift, or grant of security interest or otherwise disposing of, encumbering, secreting or transferring possession of the Collateral, in any manner which would prevent, hinder, or delay the levying officer from taking possession of the Collateral.
- 20. Defendant Gilroy Mazda, its agents, employees and anyone acting on its behalf, are enjoined and restrained from transferring any interest by sale, pledge, gift or grant of security interest or otherwise disposing of, or encumbering the Collateral identified on the attached Exhibits A and B.
- 21. In the event that Gilroy Mazda ceases to conduct business, Ford Credit is authorized to have all mail to be delivered to Gilroy Mazda redirected to a post office box that Ford Credit will maintain for the purpose of receiving Gilroy Mazda's mail. Ford Credit will be authorized to open the mail to Gilroy Mazda and to take possession of all money paid to Gilroy Mazda and to endorse all checks, money orders, and other forms of payment to Ford Credit and to apply the funds to the contract balances owing by Gilroy Mazda to Ford Credit. Gilroy Mazda, its officers, or its appointed employees are agents are permitted to be present when Ford Credit opens any such redirected mail. The parties shall cooperate in scheduling a reasonable time for the opening of the redirected mail.
- 22. Ford Credit may immediately place a security guard(s) on the Dealership premises who shall be authorized to remain at the Gilroy Mazda Dealership at all times until all the Collateral is removed from the Dealership and may utilize the assistance of law enforcement agencies in order to deter the removal of any Collateral from the Dealership premises.



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24. This Order shall remain in effect until modified by further order of this Court, or else is modified by written agreement signed by Plaintiff Ford Credit and Defendant Gilroy Mazda filed with and approved by order of this Court.

DATED: June 18 Wag

United States District Court Judge

Exhibit A

# Dealer 84102 Location: 1 Type: 1 Vehicle Daily Statement

CTL2: 043 CTL3: 000 CTL4: 0000

GILROY AUTOMOTIVE GROUP, INC. 8800 CHESTNUT STREET GILROY, CA 95020

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	-1	Units Description	Interest	LIST	2	200	200				
GILROY AUTOMOTIVE GROUP, INC.	\$1,095,007.00	56	\$266.33	\$16.28	\$0.00	\$0.00					
MAZDA NEW LINE	\$443,516.00	19	\$104.70	\$5.32	\$0.00	20.00					
1YVHP80C585M45589	\$22,021.00	2008 MAZDA MAZDA6	\$5.20	\$0.28	\$0.00	80.00 80.00	05/04/2009	05/01/2023	9	2	8192
1YVHP82A895M25303	\$23,140.00	2009 MAZDA MAZDA6	\$5.46	\$0.28	\$0.00	\$0.00	10/28/2008	11/01/2023	2	9	
1YVHP82B695M00750	\$28,464.00	2009 MAZDA MAZDA6	\$6.72	\$0.28	\$0.00	\$0:00	08/18/2008	09/01/2023	2	9	9012
1YVHP82B795M01700	\$28,264.00	2009 MAZDA MAZDA6	\$6.67	\$0.28	\$0.00	\$0.00	09/05/2008	10/01/2023	<u>Q</u>	2	9021
4F2CZ06178KM28697	\$22,523.00	2008 MAZDA TRIBUTE	\$5.32	\$0.28	\$0.00	\$0.00	05/04/2009	05/01/2023	2	2	8125
4F2CZ06188KM28692	\$23,798.00	2008 MAZDA TRIBUTE	\$5.62	\$0.28	\$0.00	\$0.00	05/04/2009	05/01/2023	0 2	2	8137
4F4YR12D28PM04832	\$17,113.00	2008 MAZDA TRUCK	<b>5</b> .0	\$0.28	\$0.00	\$0.00	05/04/2009	05/01/2023	2	ş	8162
4F4ZR47E98PM05323	\$22,042.00	2008 MAZDA TRUCK	\$5.20	\$0.28	\$0.00	80.00	05/04/2009	09/01/2023	2	2	8244
JM1BK324791233465	\$19,389.00	2009 MAZDA MAZDA3	<b>%</b>	\$0.28	\$0.00	\$0.00	10/24/2008	11/01/2023	<b>Q</b>	2	
JM1BK32G091233639	\$17,542.00	2009 MAZDA MAZDA3	\$4.14	\$0.28	\$0.00	\$0.00	10/24/2008	11/01/2023	9	2	
JM1BK32G791212500	\$18,307.00	2009 MAZDA MAZDA3	<b>\$4</b> .32	\$0.28	\$0.00	\$0.00	09/23/2008	10/01/2023	<u>0</u>	2	9033
JM1BK344391245514	\$19,841.00	2009 MAZDA MAZDA3	\$4.69	\$0.28	\$0.00	\$0.00	11/21/2008	12/01/2023	0 2	ş	
JM1CR29L390334399	\$20,634.00	2009 MAZDA MAZDA5	\$4.87	\$0.28	\$0.00	\$0.00	01/13/2009	02/01/2024	<b>Q</b>	2	
JM1FE17M490401168	\$31,258.00	2009 MAZDA RX-8	\$7.38	\$0.28	\$0.00	\$0.00	09/26/2008	10/01/2023	9	2	9031
JM1NC25F080152734	\$26,551.00	2008 MAZDA MX-5 MIATA	\$6.27	\$0.28	<b>%</b> 0.00	\$0.00	05/04/2009	08/01/2023		2	8234
JM1NC25F180153262	\$25,035.00	2008 MAZDA MX-5 MIATA	\$5.91	\$0.28	\$0.00	\$0.00	05/04/2009	08/01/2023	<u>Q</u>	<b>2</b> .	8233
. JM1NC25F860118960	\$26,089.00	2006 MAZDA MX-5 MIATA	\$6.16	\$0.28	\$0.00	\$0.00		02/01/2023		2	6002
JM1NC26F080152893	\$26,798.00	2008 MAZDA MX-5 MIATA	\$6.32	\$0.28	\$0.00	\$0.00	05/04/2009	08/01/2023	2	8	8232
JM3ER29LX80213609	\$24,707.00	2008 MAZDA CX-7	\$5.83	\$0.28	\$0.00	\$0.00	05/04/2009	08/01/2023	2	2	8230
VOLKSWAGEN NEW LINE	\$369,453.00	15	\$92.39	\$4.80	\$0.00	<b>%</b> 0.00				1	
2V8HW34129R501114	\$29,188.00	2009 VOLKSWAGEN ROUTAN	\$7.30	\$0.32	<b>2</b> 0.00	<b>2</b> 0.00				2	
2V8HW34149R501356	\$30,941.00	2009 VOLKSWAGEN ROUTAN	\$7.73	\$0.32	\$0.00	\$0.00				2	
2V8HW34149R517816	\$30,548.00	2009 VOLKSWAGEN ROUTAN	\$7.64	\$0.32	\$0.00	<b>%</b> 0.00				2	9036
2V8HW54X19R502397	\$34,182.00	2009 VOLKSWAGEN ROUTAN	\$8.55	\$0.32	\$0.00	\$0.00				2	
3VWFG31C98M525967	\$21,322.00	2008 VOLKSWAGEN BEETLE	.\$5.33	\$0.32	\$0.00	\$0.00	07/11/2008			2	8228
3VWJZ71K59M058101	\$18,932.00	2009 VOLKSWAGEN JETTA	\$4.73	\$0.32	\$0.00	<b>\$</b> 0.00	\$0.00 12/17/2008	01/01/2024	<u>8</u>	2	

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3VWPF31Y38M412549	3VWPG31Y58M401646	3VWRA71K89M017522	3VWRG31C58M501937	3VWRG31Y48M408659	3VWRG31YX8M402445	WVWDB71K88W255203	WVWDB71KX8W22616 9	USED	1C3EL45X64N116603	1FAFP31N06W233647	1YVFP80C765M62382	3A4FY58B66T278297	3FAFP37N85R132851	3VWCP21C73M443029	3VWRG71K55M637866	3VWRK69MX3M063843	3VWSE69M33M104631	5TFGN92N04Z446099	JHMCN36485C013562	M41RK12G771682866	JM1BK32G871745694	JM1BK343151333284	JM1GG12L461106347	KNADE123966087626	WMWRE33483TD60032	RDPP	JM3ER29L080201291	DEMO	1GCFG15X841100154	JM1FE173860204829

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JM3LW28A830338388	\$4,600.00	2003 MAZDA MPV	\$1.08	\$0.28	\$0.00	\$0.00	03/19/2008	04/01/2023	9	2	7669	
SVL	\$21,519.00	•	\$5.08	\$0.28	\$0.00	\$0.00	:			:		
3VWRZ71K38M122007	\$21,519.00	2008 VOLKSWAGEN JETTA	\$5.08	\$0.28	\$0.00	80.00	11/11/2008	12/01/2023	9	9	8108	

Exhibit B

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